

AN ORDINANCE approving an Agreement between INDIANA CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That an Agreement by and between INDIANA CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

Division I, Upgrade of Anaerobic Digesters will include the construction of an addition to the existing digester building to house additional sludge hearing equipment. The major equipment items will include six digester gas mixing units; four recirculation pumps; four sludge grinders; two sludge heat exchanges; one boiler; two water circulation pumps; heating and ventilation equipment; electrical and control equipment; plus miscellaneous small equipment, piping valves and appurtenances;

the contract price is Two Million Eight Hundred Twenty-Three Thousand Seven Hundred Fifty and no/100 Dollars (\$2,823,750.00), all as more particularly set forth in said Agreement, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Resolution are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Sam Talarico
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

CITY OF FT. WAYNE, INDIANA
UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
TABULATION OF BIDS

INTB JOB #: 09531-DS-022-000
ENGINEER'S ESTIMATE: \$3,150,000

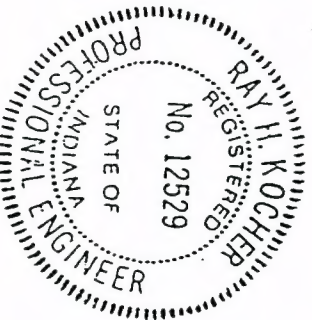
BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

NAME AND ADDRESS OF CONTRACTOR		Indiana Construction Corporation	Miami Valley Contractors, Inc.	Hagerman Construction Corporation	Bowen Engineering Corporation
		4625 Industrial Road	3925 Vance Lane	510 W. Washington Blvd.	P.O. Box 40729
		Ft. Wayne, IN 46825	P.O. Box 668	P.O. Box 10690	Indianapolis, IN 46240
			Vandalia, Ohio 45377	Ft. Wayne, IN 46853	
ITEM					
Proposal Form	X	X	X	X	X
Bid Security	X	X	X	X	X
Form 96w/Financial Statement & Non-Collusion Affidavit	X	X	X	X	X
E.B.E. Declaration Form	X	X	X	X	X
Addendum 1 & 2 Rec.	X	X	(See Note 1)	X	X
TOTAL BID PRICE	2,823,750	2,857,000	3,005,725	3,079,625	

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the bidder's proposal.

Certified by:

Ray H. Kocher
Ray H. Kocher, P.E.
Registered Engineer No. 12529
State of Indiana



Prepared by:
Howard Needles Tammen & Bergendoff
Architects Engineers Planners
Indianapolis, Indiana
November 5, 1993

Note 1: Did not acknowledge receipt of addendum #2 on bid form. Letter dated 11/5/93 verified receipt of addendum #2 on 10/22/93.

CITY OF FT. WAYNE, INDIANA
 UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
 TABULATION OF BIDS
 BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

INTB JOB NO. 09531-DS-022-000
 ENGINEER'S ESTIMATE: \$3,150,000

NAME AND ADDRESS OF CONTRACTOR	Shook Heavy &			
	Environmental Group			
	4977 Northcutt Place			
	P.O. Box 148806 (45413)			
	Dayton, Ohio 45414			
ITEM				
Proposal Form	X			
Bid Security	X			
Form 96 w/Financial Statement & Non-Collusion Affidavit	X			
E.B.E. Declaration Form	X			
Addendum 1 & 2 Rec.	X			
TOTAL BID PRICE	3,500,000			

CITY OF FT. WAYNE, INDIANA
UPGRADE OF ANAEROBIC DIGESTERS (DIV. I)
TABULATION OF BIDS


INTB JOB #: 09531-DS-022-000
ENGINEER'S ESTIMATE: \$3,150,000

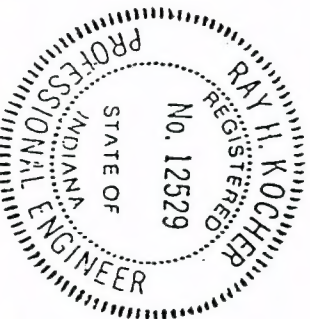
BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

NAME AND ADDRESS OF CONTRACTOR	Indiana Construction Corporation			Miami Valley Contractors, Inc.		Hagerman Construction Corporation		Bowen Engineering Corporation	
	4625 Industrial Road Ft. Wayne, IN 46825			3925 Vance Lane P.O. Box 668		510 W. Washington Blvd. P.O. Box 10690		P.O. Box 40729 Indianapolis, IN 46240	
ITEM				Vandalia, Ohio 45377		Ft. Wayne, IN 46853			
Proposal Form	X			X		X		X	
Bid Security	X			X		X		X	
Form 96w/Financial Statement & Non-Collusion Affidavit	X			X		X		X	
E.B.E. Declaration Form	X			X		X		X	
Addendum 1 & 2 Rec.	X			X		(See Note 1)		X	
TOTAL BID PRICE	2,823,750			2,857,000		3,005,725		3,079,625	

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the bidder's proposal.

Certified by:


Ray N. Kocher, P.E.
Registered Engineer No. 12529
State of Indiana



Prepared by:
Howard Needles Tammen & Bergendoff
Architects Engineers Planners
Indianapolis, Indiana
November 5, 1993

Note 1: Did not acknowledge receipt of addendum #2 on bid form. Letter dated 11/5/93 verified receipt of addendum #2 on 10/22/93.

CITY OF FT. WAYNE, INDIANA
 UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
 TABULATION OF BIDS
 BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

INTB JOB NO. 09531-DS-022-000
 ENGINEER'S ESTIMATE: \$3,150,000

NAME AND ADDRESS OF CONTRACTOR	Shook Heavy &			
	Environmental Group			
	4977 Northcutt Place			
	P.O. Box 148806 (45413)			
	Dayton, Ohio 45414			
ITEM				
Proposal Form	X			
Bid Security	X			
Form 96 w/Financial Statement & Non-Collusion Affidavit	X			
E.B.E. Declaration Form	X			
Addendum 1 & 2 Rec.	X			
TOTAL BID PRICE	3,500,000			

CITY OF FT. WAYNE, INDIANA
UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
TABULATION OF BIDS

INTB JOB #: 09531-DS-022-000
ENGINEER'S ESTIMATE: \$3,150,000

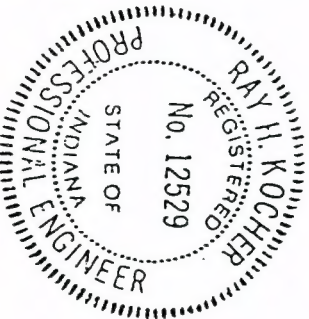
BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

NAME AND ADDRESS OF CONTRACTOR	Indiana Construction Corporation			Miami Valley Contractors, Inc.		Hagerman Construction Corporation		Bowen Engineering Corporation	
	4625 Industrial Road Ft. Wayne, IN 46825			3925 Vanco Lane P.O. Box 668		510 W. Washington Blvd. P.O. Box 10690		P.O. Box 40729 Indianapolis, IN 46240	
ITEM									
Proposal Form		X		X		X		X	
Bid Security		X		X		X		X	
Form 96w/Financial Statement & Non-Collusion Affidavit		X		X		X		X	
E.B.E. Declaration Form		X		X		X		X	
Addendum 1 & 2 Rec.		X		X		(See Note 1)		X	
TOTAL BID PRICE		2,823,750		2,857,000		3,005,725		3,079,625	

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the bidder's proposal.

Certified by:

Ray H. Kocher
Ray H. Kocher, P.E.
Registered Engineer No. 12529
State of Indiana



Prepared by:
Howard Needles Tammen & Bergendoff
Architects Engineers Planners
Indianapolis, Indiana
November 5, 1993

Note 1: Did not acknowledge receipt of addendum #2 on bid form. Letter dated 11/5/93 verified receipt of addendum #2 on 10/22/93.

CITY OF FT. WAYNE, INDIANA
 UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
 TABULATION OF BIDS
 INTB JOB NO. 09531-DS-022-000
 ENGINEER'S ESTIMATE: \$3,150,000

BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

NAME AND ADDRESS OF CONTRACTOR	Shook Heavy &			
	Environmental Group			
	4977 Northcutt Place			
	P.O. Box 148806 (45413)			
	Dayton, Ohio 45414			
ITEM				
Proposal Form	X			
Bid Security	X			
Form 96 w/Financial Statement & Non-Collusion Affidavit	X			
E.B.E. Declaration Form	X			
Addendum 1 & 2 Rec.	X			
TOTAL BID PRICE	3,500,000			

CITY OF FT. WAYNE, INDIANA
UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
TABULATION OF BIDS

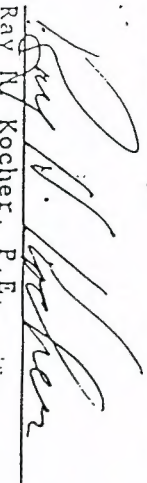
INTB JOB #: 09531-DS-022-000
ENGINEER'S ESTIMATE: \$3,150,000

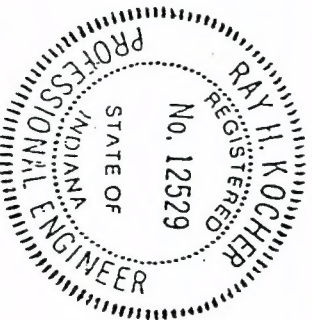
BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

NAME AND ADDRESS OF CONTRACTOR	Indiana Construction Corporation			Miami Valley Contractors, Inc.		Hagerman Construction Corporation		Bowen Engineering Corporation	
	4625 Industrial Road Ft. Wayne, IN 46825			3925 Vance Lane P.O. Box 668 Vandalia, Ohio 45377		510 W. Washington Blvd. P.O. Box 10690 Ft. Wayne, IN 46853		P.O. Box 40729 Indianapolis, IN 46240	
ITEM									
Proposal Form		X		X		X		X	
Bid Security		X		X		X		X	
Form 96w/Financial Statement & Non-Collusion Affidavit		X		X		X		X	
E.B.E. Declaration Form		X		X		X		X	
Addendum 1 & 2 Rec.		X		X		(See Note 1)		X	
TOTAL BID PRICE		2,823,750		2,857,000		3,005,725		3,079,625	

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the bidder's proposal.

Certified by:


Ray H. Kocher, P.E.
Registered Engineer No. 12529
State of Indiana



Prepared by:
Howard Needles Tammen & Bergendoff
Architects Engineers Planners
Indianapolis, Indiana
November 5, 1993

Note 1: Did not acknowledge receipt of addendum #2 on bid form. Letter dated 11/5/93 verified receipt of addendum #2 on 10/22/93.

CITY OF FT. WAYNE, INDIANA
 UPGRADE OF ANAEROBIC DIGESTERS (DIV. 1)
 TABULATION OF BIDS
 BIDS RECEIVED: 10/27/93 at 9:00 A.M. (Local Time)

HINTB JOB NO. 09531-DS-022-000
 ENGINEER'S ESTIMATE: \$3,150,000

NAME AND ADDRESS OF CONTRACTOR	Shook Heavy &			
	Environmental Group			
	4977 Northcutt Place			
	P.O. Box 148806 (45413)			
	Dayton, Ohio 45414			
ITEM				
Proposal Form	X			
Bid Security	X			
Form 96 w/Financial Statement & Non-Collusion Affidavit	X			
E.B.E. Declaration Form	X			
Addendum 1 & 2 Rec.	X			
TOTAL BID PRICE	3,500,000			

AGREEMENT

THIS AGREEMENT is dated as of the 23 day of MARCH in the year 1994 by and between the City of Fort Wayne (hereinafter called OWNER) and Indiana Construction Corporation (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

DIVISION I UPGRADE OF ANAEROBIC DIGESTERS

Article 2. ENGINEER.

The Project has been designed by HOWARD NEEDLES TAMMEN & BERGENDOFF (HNTB), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed within 480 days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 540 days from the date when the Contract Time commences to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract time or any proper

extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Five Hundred Dollars (\$1,500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Two Million Eight Hundred Twenty-Three Thousand Seven Hundred Fifty and 00/100 dollars (\$2,823,750.00).

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14.2 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in Article 14.4 of the Supplementary Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on a monthly schedule during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph

4.2 of the General Conditions, and accepts the determination set forth in paragraphs 4.2.1 and 4.2.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1. This Agreement, including required Addenda and Bonds.
- 8.2. CONTRACTOR's Bid or Proposal.
- 8.3. Advertisement for Bids.
- 8.4. Instructions to Bidders.
- 8.5. Supplementary Conditions.

8.6. General Conditions.

8.7. Detailed Specifications.

8.8. Detailed Drawings.

8.9. Governing Order of Contract Documents - In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.11. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in four
(4) original counterparts the day and year first above written.

(SEAL)

Indiana Construction Corporation
CONTRACTOR

Attest:

Robert J. Summers
Robert J. Summers/Secretary
Title

By Gregg F. Weisman
Gregg F. Weisman/President
Title

(SEAL)

The City of Fort Wayne
OWNER

Attest:

Patricia J. Crick
Patricia J. Crick
Clerk
Title

By Charles E. Layton
Charles E. Layton, Director

Katherine A. Carrier
C. James Owen

ITS BOARD OF PUBLIC WORKS

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner" and Indiana Construction Corporation hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the Water Pollution Control Plant, Division I - Upgrade of Anaerobic Digesters which project was bid under Resolution Number 81-192-13; and,

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 10% of the contract amount; and,

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and,

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will

provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award. Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.
2. E.B.E. Retainage Requirements. If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten (10%) percent of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contractor has made a good faith effort to subcontract 10 % of the contract amount to emerging business enterprises, the contractor will be paid in full

In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph of this E.B.E. Rider will be made.

If the contract is in excess of \$100,00 the contract will be subject to the Standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR

are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, contractor has not attained the 10% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% E.B.E. goal.
4. Determination of Waiver Requests. The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. Good Faith Per Se. In any case, a contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of Non-Compliance. In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10%

7. Waiver Approved. In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

MARCH 1994.

By: ~~BOARD OF PUBLIC WORKS~~

Katherine A. Carrier, Member

C. James Owen, Member

ATTEST:

Patricia J. Crick, Clerk

Read the first time in full and on motion by Long, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on City & Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 4-12-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by _____, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-26-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,

Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 8-32-94

on the 26th day of April, 1994

ATTEST:

(SEAL)

Sandra E. Kennedy

Don J. Schmitter

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on

the 27th day of April, 1994,

at the hour of 3:00 o'clock P, M., E.S.T.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22 day of May,

1994, at the hour of 9:45 o'clock P, M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

APRIL 11, 1994

MEMO TO: MEMBERS OF THE COMMON COUNCIL

RE: Introduction of Contracts for the Sludge Treatment
Projects for the **Water Pollution Control Plant** (Sewer
Bond)

The Contracts for the projects resulted from a requirement by U.S. EPA to provide sludge treatment as directed by the WPC Plant Discharge Permit and agreed to in response to a IDEM Inspection Report dated January 1993.

The Work Covered By These Contracts Are:

1. Construction of a Sludge Thickening Facilities, (Div. I); to include all labor, materials, equipment, tools, power, miscellaneous equipment etc. for Construction of a new building, centrifuges, piping, controls and pertinent equipment. Construction by Bowen Engineering.
2. Construction of New and Modification of Existing Facilities, (Div. II); to include all labor, materials, equipment, tools, electrical power, miscellaneous equipment etc. for the construction of a building addition, additional equipment for sludge heating, digester mixing equipment and equipment to convert two secondary digesters into primary digesters. Construction by Indiana Construction Company.
3. Construction Engineering during the construction of Div. I and Div. II; is for handling any questions, interpretation of specifications, modifications to the plans and specifications, review of shop drawings, handling of payment requests, etc. Engineering by HNTB Engineers.
4. Construction Resident Engineering during the construction of Div. I and Div. II; for on site inspection of construction inherent to the engineering plans and specifications and to confer with the Construction Engineering group for any questions that will arise daily. Resident Engineering by Bonar Engineers.

Bids and Proposal were received during 1993 for these Contracts As follows:

1. **Div. I Project** - (5) bids were received and the lowest was accepted.
2. **Div. II Project** - (3) bids were received and the lowest was accepted.
3. **Construction Engineering** - (2) proposal were received and the best was accepted.
4. **Resident Engineering** - (3) proposal were received and the best was accepted.

The combined project is expected to take eighteen (18) months to complete.

TITLE OF ORDINANCE: Agreement between the City and Indiana Construction Corporation for Division I, Upgrade of Anaerobic Digesters.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Agreement for Division I, Upgrade of Anaerobic Digesters is for the following. The upgrade will include the construction of an addition to the existing digester building to house additional sludge hearing equipment. The major equipment items will include six digester gas mixing units; four recirculation pumps; four sludge grinders; two sludge heat exchanges; one boiler; two water circulation pumps; heating and ventilation equipment; electrical and control equipment; plus miscellaneous small equipment, piping, valves and appurtenances. Indiana Construction Corporation is the contractor.

EFFECT OF PASSAGE: Project can be completed.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$2,823,750.00 (Sewer Bond)

ASSIGNED TO COMMITTEE:

BILL NO. S-94-04-16

REPORT OF THE COMMITTEE ON
CITY UTILITIES *Committee of the Whole*
DAVID C. LONG - SAMUEL J. TALARICO - CO-CHAIR
MARK E. GIAQUINTA
REBECCA J. RAVINE

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving an Agreement between
INDIANA CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<u><i>Sam Talarico</i></u>	_____	_____	_____
<u><i>Colleen Davis</i></u>	_____	_____	_____
<u><i>Mark Giaquinta</i></u>	_____	_____	_____
<u><i>O. Belmont</i></u>	_____	_____	_____
<u><i>J. Bradbury</i></u>	_____	_____	_____
<u><i>Clatus R. Edmonds</i></u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATED: 4-26-94

Sandra E. Kennedy
City Clerk